

**IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF TEXAS
FORT WORTH DIVISION**

UNITED STATES OF AMERICA)
)
 v.)
)
) No. 4:21-CR-00268-O
MARK A. FORKNER,)
)
)
 Defendant.)
)

STIPULATED ORDER REGARDING SEALED EXHIBITS

On March 10, 2022, the Parties filed a joint motion for leave to file exhibits under seal because “many exhibits contain confidential business information or trade secrets belonging to The Boeing Company, American Airlines, or Southwest Airlines, or confidential personal information.” Dkt. 150 at 2. On March 10, 2022, the Court granted the Parties leave to file their exhibits under seal pending their admission at trial. Dkt. 151.

The Parties' exhibits include contracts, invoices, and technical documents that span hundreds of pages in some instances. The Parties have conferred with counsel for non-parties Boeing, American Airlines, and Southwest Airlines and reached agreement, and so stipulate, that—with the exceptions noted in the following sentence—neither Party will publicly display or otherwise make explicit reference to specific pricing terms, rebates, credits, reimbursements, and contractual provisions contained in contracts and invoices (for the avoidance of ambiguity, the Parties may show exhibits containing such information to the Court, the jury, and the witness, and generally direct the Court, the jury, and the witness to particular portions of the exhibit without publicly revealing specific information). Notwithstanding the foregoing sentence, the Parties and non-parties have reached agreement, and so stipulate, that the Parties may publicly reference the

entirety of a side-letter between Boeing and Southwest Airlines marked for identification as GX 32A, and the “Balance Due on Delivery” price term and amount on the invoices marked for identification as GX 101, GX 102, GX 103, and GX 104; from exhibit 267A (the Southwest Contract) “Customer Support Variables” p. 2 BOE 0630001011; the Table of Contents p 2-4; and the Merger Clause from Purchase Agreement, Bates No. DOJ 0054082341-42; from exhibit 269A (the American Airlines Purchase Agreement) the Table of Contents p. 2-3, “Customer Support Variables” p. 6, “Flight Training” p. 43, the “Liquidated Damages and Right of Termination” Provision excluding pricing terms p. 295-299, 304-307, 315-317; and the Merger Clause from the Purchase Agreement p. 6-7.

In addition, the Parties are continuing to narrow what exhibits will actually be offered at trial and to confer with counsel for Boeing, American Airlines, and Southwest Airlines about what, if anything, to redact from the public record of any such admitted exhibits.

The Parties thus stipulate and jointly request the Court to allow the currently sealed exhibits to remain under seal for thirty days following the conclusion of the trial to permit the Parties sufficient time to confer with counsel for Boeing, Southwest Airlines, and American Airlines about the final set of admitted exhibits and what, if anything, to redact in order to protect the non-parties’ confidential business information or trade secrets.

SO ORDERED.

Reed O’Connor

United States District Judge

SIGNED THIS THE _____ DAY OF _____, 2022.